

PUBLIC NOTICE

Notice is hereby given that the County of Webb is accepting bids for Annual Contracts:

Bid No. 2011-05 "Annual Contract for Auto and Truck Parts"
Bid No. 2011-07 "Annual Contract for Heavy Equipment Parts"
Bid No. 2011-17 "Annual Contract for Maintenance and Service of Fire Extinguishers
& Fire Suppression system Inspection"
Bid No. 2011-19 "Annual Contract for Pharmaceutical Supplies"
Bid No. 2011-20 "Annual Contract for Car Wash Services"
Bid No. 2011-21 "Annual Contract for Tires and Tubes"
Bid No. 2011-32 "Annual Contract for Uniforms for Webb County Road & Bridge,
Building Maintenance and Parks & Grounds Personnel"
Bid No. 2011-36 "Annual Contract for Plumbing Supplies and Parts"
Bid No. 2011-37 "Three Year Contract for Cellular Digital Telephone Services"
Bid No. 2011-38 "Annual Contract for Central Store Office Supplies"
Bid No. 2011-57 "Annual Contract for Refuse Collection"
Bid No. 2011-69 "Annual Contract for Brake Padas & Rotors for the Webb County
Law Enforcement Vehicles"

Bids must be submitted in one original and three (3) copies in sealed envelopes to the office of the Webb County Clerk.

Sealed envelopes must be marked (Sealed Bid) with bid number and descriptive title on front lower left-hand corner of Envelopes.

Bids will be either Hand Delivered or Mailed to the following location:

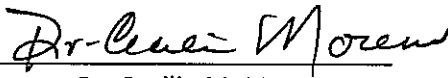
**Webb County Clerk
Webb County Justice Center
1110 Victoria, St. Suite 201
Laredo, Texas 78042-0029**

Bids must be delivered no later **than 2:00 p.m. September 21, 2010** at which time all bids received will be opened and read to the public. Late bids will not be considered.

Bids must be held by the County of Webb for a period not to exceed (30) days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidders qualifications prior to award of contract.

If any additional information is required please contact the Webb County Purchasing Department, 1110 Washington Suite 101, (956) 523-4125, Laredo, Texas 78041, Griselda Cervantes at gcervantes@webbcountytexas.gov or also you may visit our Webb site for a copy of the Annual Contract at webbcountytexas.gov/purchasing/annualcontracts.

The County of Webb reserves the right to reject and any all bids or selected the bid that in the best interest of Webb County.


Dr. Cecilia M. Moreno
Purchasing Agent

Published: September 5, 2010
September 13, 2010

This form must be included with bid; please check off each item that applies

“SEALED BID”

Bid No. 2011-07

“Annual Contract for Heavy Equipment Parts”

- ☐ Invitation of Bid
- ☐ Submitted within bid notice is due date; name and address of bidder, date of bid opening; bid number and title on outside of sealed envelope
- ☐ Specification
 - ☐ Bid form requires pricing for each item specified
 - ☐ Bid form requires separate pricing per item and extended price per quantity provided
 - ☐ Please verify totals are correct
- ☐ Bid price included in furnished forms
- ☐ Have read Standard Terms and Conditions
- ☐ Proof of no delinquent Business or Property Taxes
- ☐ Conflict of interest forms included
- ☐ Workers compensation certificate (copy); include copy of insurance coverage in package

Signature of persons
Completing this form

**ANNUAL CONTRACT FOR HEAVY EQUIPMENT PARTS
INVITATION, BID; and AWARD**

(Formal)

| | | |
|----------------|--------------|-----------------|
| County of Webb | Date Issued: | Bid No. 2011-07 |
|----------------|--------------|-----------------|

Sealed bids, subject to the Terms and Conditions of this Invitation for Bids and the accompanying Schedule, such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Schedule, will be received at the Office of the County Clerk, Webb County Justice Center, 1110 Victoria St., Suite 201, P.O. Box 29, Laredo, Texas 78042-0029 before 2:00 p.m. Central Time on **September 21, 2010** at which time all bids received will be opened at read to the public. Bids received after 2:00 p.m. on the due date will not be opened.

SCHEDULE

"Annual Contract for Heavy Equipment Parts"

CONDITIONS:

1. All bid quotations must be submitted with this specification form.
2. The County reserves the right to hold all bids for a period of thirty (30) days from date of bid opening, without taking action thereon.
3. The County reserves the right to reject any and all bids, to waive defects and formalities in such bids, and to award contract to the bidder which it considers has submitted the most advantageous bid.
4. It is the requirement of the bidder to acquaint with the conditions of the specifications. The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve him from any obligation of this bid invitation.
5. Prices must be quoted F.O.B., Webb County receiving department, Webb County, Texas.
6. Period of Contract: Contract shall be for the period beginning October 1, 2010 and terminating September 30, 2011.

*This is a one year Annual Contract however Webb County reserves the right to offer one year extension (s). Such must be approved by both the Commissioners Court and the vendor before going into effect.

BID FORM

ITEM A: TIPS & BLADES

| | <u>DESCRIPTION</u> | <u>QTY</u> | <u>PRICE</u> | <u>EXT. PRICE</u> |
|-----|---|------------|--------------|-------------------|
| 1. | Tip Caterpillar T1U3252 | 5 | \$ _____ | \$ _____ |
| 2. | Tip Caterpillar 1U3302 | 6 | \$ _____ | \$ _____ |
| 3. | Tip Caterpillar 9J8910 | 4 | \$ _____ | \$ _____ |
| 4. | Blades Caterpillar T74863, 1/2 x 8 x 7, 3/4 hole | 7 | \$ _____ | \$ _____ |
| 5. | Retainer 1U2405 | 5 | \$ _____ | \$ _____ |
| 6. | Pin 9J6583 | 3 | \$ _____ | \$ _____ |
| 7. | Retainer 3J9609 | 9 | \$ _____ | \$ _____ |
| 8. | Pin 9J2308 | 6 | \$ _____ | \$ _____ |
| 9. | Bolt 5J4773 | 10 | \$ _____ | \$ _____ |
| 10. | Nut 2J3506 | 10 | \$ _____ | \$ _____ |
| 11. | Tip L100896 | 6 | \$ _____ | \$ _____ |
| 12. | Blade 8D2786 Cat | 8 | \$ _____ | \$ _____ |
| 13. | Blade T74842 RDO or Waukesha | 6 | \$ _____ | \$ _____ |
| 14. | Blade 7D-1158 | 5 | \$ _____ | \$ _____ |
| 15. | Blade-Motor grader 8d-2787 | 6 | \$ _____ | \$ _____ |
| 16. | Blade-Case backhoes 112946A1 | 8 | \$ _____ | \$ _____ |
| 17. | Blade-Brush hog 67743 | 7 | \$ _____ | \$ _____ |
| 18. | Blade-Brush hog 67744 | 10 | \$ _____ | \$ _____ |
| 19. | Bolt-Brush hog 7919 | 5 | \$ _____ | \$ _____ |
| 20. | Jam nut-Brush hog 252 | 7 | \$ _____ | \$ _____ |
| 21. | Lock washer-Brush hog 20322 | 8 | \$ _____ | \$ _____ |
| 22. | Cutting edge-Bull dozer 9W-1878 | 3 | \$ _____ | \$ _____ |

| | | | |
|---|----|----------|----------|
| 23. End bits-Bull dozer 9W-8874 | 5 | \$ _____ | \$ _____ |
| 24. End bits-Bull dozer 9W-8875 | 10 | \$ _____ | \$ _____ |
| 25. Cutting edge-Earth scraper 4T-6613 | 9 | \$ _____ | \$ _____ |
| 26. Cutting edge-Earth scraper 4T-6611 | 10 | \$ _____ | \$ _____ |
| 27. Tooth-Motor grader 9937 | 6 | \$ _____ | \$ _____ |
| 28. Pin-Motor grader 9938 | 6 | \$ _____ | \$ _____ |
| 29. Shank-Motor grader 8110 | 5 | \$ _____ | \$ _____ |
| 30. Ripper tooth-Motor grader 195-7234 | 6 | \$ _____ | \$ _____ |
| 31. Tooth-Earth scraper 3252HX | 6 | \$ _____ | \$ _____ |
| 32. Tooth Deere front loader 1U-3252 | 2 | \$ _____ | \$ _____ |
| 33. Pin-John Deere front loader 132-4763 | 3 | \$ _____ | \$ _____ |
| 34. Washer-John Deere front loader # 149-5733 | 4 | \$ _____ | \$ _____ |
| 35. Tooth-963 Track Loader 1U-3302 | 5 | \$ _____ | \$ _____ |
| 36. Pin-963 Track Loader 107-3308 | 3 | \$ _____ | \$ _____ |
| 37. Retainer-Track Loader 8E-6259 | 4 | \$ _____ | \$ _____ |
| 38. Tooth-963 Track Loader 6Y-0309 (rear ripper) | 3 | \$ _____ | \$ _____ |
| 39. Pin-963 Track Loader 114-0358 | 5 | \$ _____ | \$ _____ |
| 40. Retainer-963 Track Loader 114-0359 (rear ripper) | 6 | \$ _____ | \$ _____ |
| 41. Tooth-Case Motor grader 75251673 | 5 | \$ _____ | \$ _____ |
| 42. Roll pin-Case Motor grader 75251674 | 5 | \$ _____ | \$ _____ |
| 43. Shank-Case Motor grader 73162856 | 5 | \$ _____ | \$ _____ |
| 44. Tooth-Bull dozer (ripper) 6Y-0352HX | 6 | \$ _____ | \$ _____ |
| 45. Pin-Bull dozer (ripper) 9W-2678P | 2 | \$ _____ | \$ _____ |

| | | | |
|--|---|----------|----------|
| 46. Retainer-Bull dozer (ripper) T8E6359 | 2 | \$ _____ | \$ _____ |
| 47. Tooth-Backhoe TF-23D | 2 | \$ _____ | \$ _____ |
| 48. Pin-Backhoes TF-23P | 2 | \$ _____ | \$ _____ |
| 49. Blade bolt-Motor grader 3F-5108 | 2 | \$ _____ | \$ _____ |
| 50. Blade nut-Motor grader 4K-0367 | 2 | \$ _____ | \$ _____ |
| 51. Blade washer-Motor grader 3B-4510 | 1 | \$ _____ | \$ _____ |
| 52. Tooth – T9J8920 | 1 | \$ _____ | \$ _____ |
| 53. Pin – 79309300 | 5 | \$ _____ | \$ _____ |
| 54. Tip – AT166866 | 4 | \$ _____ | \$ _____ |
| 55. Cutting Edge – T187987 | 3 | \$ _____ | \$ _____ |
| 56. End Bit – T187243 | 3 | \$ _____ | \$ _____ |
| 57. End Bit – T187244 | 3 | \$ _____ | \$ _____ |
| 58. Edge -1053 Bobcat | 2 | \$ _____ | \$ _____ |
| 59. Edge T32742 Bobcat | 3 | \$ _____ | \$ _____ |
| Total: | | \$ _____ | \$ _____ |

ITEM B: NON-CAPTIVE HEAVY EQUIPMENT PARTS ACCESSORIES

1. Schedule

List _____

Dealer _____

Jobber _____

2. Discount off price list _____%

APPLICABLE SPECIFICATION

1. Where a definite item is specified, the intent of the County is not to discriminate against any product made by another manufacturer, but is rather the intention to maintain a definite standard of quality and style.
2. Bids may be awarded by section(s) to the lowest responsible bidder.

IMPORTANT FACTORS:

The following factors in combination, not necessarily listed in their order of importance, will be considered in reviewing and awarding bid and/or contract.

- * Prices.
- * Bidder's previous record of performance and service.
- * Ability of bidder to render satisfactory service in this instance.
- * Availability of bidder's representative to call upon and consult with our using departments and with the Purchasing Department.
- * Quality and conformance to specifications and service.

STANDARD PROVISIONS FOR ANNUAL CONTRACTS: The standard provisions set forth in the Standard Provisions for Annual Contracts, attached hereto, are incorporated herein and made a part hereof, except paragraph IV, which is hereby expressly deleted.

AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR:

Funds are not presently available for performance under this contract beyond September 30, 2010. The County's obligation for performance of this contract beyond this date is contingent upon the availability of appropriated funds from which payment for the contract purposes can be made. No legal liability on the part of the County for payment of any money for performance under this contract beyond September 30, 2011 shall arise unless and until funds are made available to the Purchasing Agent for such performance and notice of such availability, to be confirmed in writing by the Purchasing Agent, is given to the contractor.

PAYMENT OF BILLS:

It is hereby requested by the Webb County Commissioner's Court that all vendors submit requests for payment within 90 days after the providing of goods and/or services to the County. This practice will allow the payment request to be processed efficiently and will expedite payment to you!

REMARKS:

BIDDER INFORMATION:

Name of Company: _____

Address: _____

Phone: _____

Email Address: _____

Signature of Person Authorized to Sign Bid:

(Signature)

(Print Name)

(Title)

Bidder to indicate status as to: "Partnership" "Corporation", "Sole Proprietorship" etc

Date: _____

IMPORTANT

Bidder must complete this bid document in its entirety in order for it to be valid.

PROOF OF NO DELINQUENT TAKES OWED TO WEBB COUNTY

This is to certify that _____ owes no delinquent property taxes to Webb County.

_____ owes no property taxes as a business in Webb County.
(Business Name)

_____ owes no property taxes as a resident of Webb County.
(Business Owner)

Person who can attest to the above information

COUNTY OF WEBB

Standard Provisions for Annual Contracts

(To be attached to and become a part of Invitation, Bid and Award, except for provisions specifically excluded by the terms of such Invitation, Bid and Award).

- I. PERIOD OF CONTRACT: Contract shall be for the period beginning October 1, 2010 and terminating September 30, 2011.
- II. GENERAL CONDITIONS:
 - A. Prospective bidders must prove beyond any doubt to the County Purchasing Agent that they are duly qualified, capable and bondable to fulfill and abide by the specifications herein listed.
 - B. Performance Bond: The County of Webb reserves the right to request a 100% Performance Bond to be furnished by the successful bidder. If at any time the supplier fails to fulfill or abide by any of the specifications and conditions herein specified, the County of Webb shall reserve the right to cancel this contract by giving a thirty (30) day prior written notice of the intention to terminate this contract.
 - C. When contractor cannot abide by terms and conditions in fulfilling his contract, contractor must supply service or supplies from other sources at the contract price. If contractor delays in the above, the County reserves the right to purchase on the open market and charge contractor the difference between contract price and purchase price.
 - D. Bids not submitted on these forms will not be considered. The Webb County Commissioners' Court will make award to successful bidder.
 - E. The annual contract shall include the following terms and conditions:
 1. Purchase Orders will be issued for each County Department authorized to place orders against this annual contract. The Purchase Order will list individual items or prices. Vendor must have a copy of the Purchase Order before making any delivery. The County will make payment on a monthly basis.

2. All invoices must show purchase order number and corresponding County Department. Items billed on invoices should be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit price or otherwise specified. If prices are based on discounts in terms of percentage, and net prices, discounts in terms of percentage, and net prices must be shown. When term discounts are applicable, these discounts must be shown in terms of percentage and number of days.

III. Any materials or parts used in complying with contract are to be equal to or better than original equipment.

IV. The County of Webb will make the award to one or more than one vendor.

V. **REVISION OF MANUFACTURER'S PRICE LIST(S):**

The bid will be based on manufacturer's latest dated price list(s). Said Price List(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be supersede or replaced during the contract period only if such price revisions are the result of a general industry price revision. (Note: Discounts, delivery and services accepted as part of this bid are not subject to revision.)

A written notice stipulating in detail the changes of a price list(s) must be furnished the County before revisions go into effect.

All subject price lists should be submitted with this bid and shall become a part thereof. However, if in the opinion of the County Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representative to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by the Purchasing Agent.

VI. BID PRICES:

Prices must be quoted F.O.B., Webb County receiving department, Webb County, Texas.

VII. ADDRESS ENVELOPE:

Webb County Clerk
Webb County Justice Center
1110 Victoria St., Ste. 201
P.O. Box 29
Laredo, Texas 78042-0029

VIII. CAPTIONS:

The section headings or paragraph captions herein are for convenience of reference only and not intended to define, extend or limit any provisions of this contract.

NOTICE TO ALL BIDDERS

The Texas Workers' Compensation Commission has adopted Rule 110.110 effective with all bids advertised after September 1, 1994 and these changes affect your bid on this project.

The TWCC has stated that it is aware that statutory requirements provided for workers' compensation insurance coverage is not being met. Rule 110.110 is designed to achieve compliance from both contractors and governmental entities... This affects both of us on this project.

Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. This affects your subcontractors.

Therefore, the attached is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive.

According to TWCC, "This rule does not create any duty or burden on anyone which the law does not establish." Therefore, the county should not experience any increase in cost because of the need to comply with the Texas Worker's Compensation laws.



Dr. Cecilia May Moreno
Webb County Purchasing Agent

§110.110. Reporting Requirements for Building or Construction Projects for Governmental Entities.

- (a) The following words and terms, when used in this rule, shall have the following meanings, unless the context clearly indicates otherwise. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.
- (1) Certificate of coverage (certificate)—A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or workers' compensation coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees (including those subject to a coverage agreement) providing services on a project, for the duration of the project.
 - (2) Building or construction—Has the meaning defined in the Texas Labor Code, §406.09(e)(1).
 - (3) Contractor—A person bidding for or awarded a building or construction project by a governmental entity.
 - (4) Coverage—Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
 - (5) Coverage agreement—A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Texas Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapter F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.
 - (6) Duration of the project—Includes, the time from the beginning of work on the project until the work on the project has been completed and accepted by the governmental entity.
 - (7) Persons providing services on the project ("subcontractor" in §406.096 of the Act)—With the exception of persons excluded under subsection (h) and (i) of this section, includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project regardless of whether that person contracted directly with the contractor

and regardless of whether that person has employees. This includes but is not limited to independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity furnishing persons to perform services on the project. "Services" include but not limited to providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- (8) Project—Includes the provision of all services related to a building or construction contract for a governmental entity.
- (b) Providing or causing to be provided a certificate of coverage pursuant to this rule is a representation by the insured that all employees of the insured who are providing services on the project are covered by workers' compensation coverage, that the coverage is based on proper reporting of classification codes and payroll amounts, and that all coverage agreements have filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading certificates of coverage, or failing to provide or maintain required coverage, or failing to report any change that materially affects the provision of coverage may subject the contractor or other person providing services on the project to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- (c) A governmental entity that enters into a building or construction contract on a project shall:
 - (1) include in the bid specifications, all the provisions of paragraph (7) of this subsection, using the language required by paragraph (7) of this subsection;
 - (2) as part of the contract, using the language required by paragraph (7) of this subsection, require the contractor to perform as required in subsection (d) of this section;
 - (3) obtain from the contractor a certificate of coverage for each person providing services on the project, prior to that person beginning work on the project;
 - (4) obtain from the contractor a new certificate of coverage showing extension of coverage;

- (A) before the end of the current coverage period, if the contractor's current certificate of coverage shows that the coverage period ends during the duration of the **project**; and
- (B) no later than seven days after the expiration of the coverage for each other person providing services on the project whose current certificate shows that the **coverage** period ends during the duration of the project; and
- (5) retain certificates of coverage on file for the duration of the project and **for** three years thereafter,
- (6) provide a copy of the certificates of coverage to the commission upon **request** and to any person entitled to them by law; and
- (7) use the language contained in the following Figure 1 for bid specifications and contracts, without any additional words or changes, except those required to accommodate the **specific** document in which they are contained or to impose stricter standards of documentation:

Article _____ *Workers' Compensation Insurance coverage.*

A. *Definitions:*

*Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's **employees** providing services on a project, for the duration of the project.*

*Duration of the project – includes the time from the beginning of the work on the **project** until the contractor's/person's work on the project has been completed and accepted by **the** governmental entity.*

*Persons providing services on the project ("subcontractor" in §406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the **project**, regardless of whether that person contracted directly with the contractor and regardless of whether that **person** has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, **motor** carriers, owner-operators employees of any such entity, or employees of any entity which furnishes persons **to** provide services on the project. "Services" include, without limitation, providing,*

hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.*
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract*
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.*
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:*
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and*
 - (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.*
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.*
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known of any change that materially affects the provision of coverage of any person providing services on the project.*

- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.*
- I. the contractor shall contractually require each person with whom it contracts to provide services on a project, to:*
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;*
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
 - (4) obtain from each other person with whom it contracts, and provide the contractor;*
 - (A) a certificate of coverage, prior to the other person beginning work on the project; and*
 - (B) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*

- (7) *contractually require each person with whom it contracts, to perform **as** required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom **they** are providing services.*
- J. *By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.*
- K. *The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.*
- (d) A contractor shall:
- (1) provide coverage for its employees providing services on a project, for **the** duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
 - (2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
 - (3) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;
 - (4) obtain from each person providing services on a project, and provide to **the** governmental entity:

- (A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within ten days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
 - (7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the commission on the sample notice, without any additional words or changes.

"REQUIRED WORKERS' COMPENSATION COVERAGE"

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

- (8) contractually require each person with whom it contracts to provide services on a project to:
 - (A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;
 - (B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;
 - (C) include in all contracts to provide services on the project the language in subsection (e)(3) of this section;
 - (D) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (E) obtain from each other person with whom it contracts, and provide to the contractor:
 - (i) a certificate of coverage, prior to the other person beginning work on the project; and
 - (ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (G) notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (H) contractually require each other person with whom it contracts, to perform as required by subparagraph (A)-(H) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing services.

- (e) A person providing services on a project, other than a contractor, shall:
- (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
 - (2) provide a certificate of coverage as required by its contract to provide services on the project, prior to beginning work on the project;
 - (3) have the following language in its contract to provide services on the project: "By signing this contract or providing or causing to be provided a certificate of coverage, the person signing this contract is representing to the governmental entity that all employees of the person signing this contract who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other actions."
 - (4) provide the person for whom it is providing services on the project, prior to the end of the coverage period shown on its current certificate of coverage, a new certificate showing extensions of coverage, if the coverage period shown on the certificate of coverage ends during the duration of the project;
 - (5) obtain from each person providing services on a project under contract to it, and provide as required by its contract:
 - (A) a certificate of coverage, prior to the other person beginning work on the project; and
 - (B) prior to the end of the coverage period, a new certificate of coverage showing extensions of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- (6) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (7) notify the governmental entity in writing by certified mail or personal delivery, of any change that materially affects the provision of coverage of any person providing services on the project and send the notice within ten days after the person knew or should have known of the change; and
- (8) contractually require each other person with whom it contracts to:
 - (A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;
 - (B) provide a certificate of coverage to it prior to that other person beginning work on the project;
 - (C) include in all contracts to provide services on the project the language in paragraph (3) of this subsection;
 - (D) provide, prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (E) obtain from each other person under contract to it to provide services on the project, and provide as required by its contract;
 - (i) a certificate of coverage, prior to the other person beginning work on the project; and
 - (ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the contract;

- (F) retain all required certificates on file for the duration of the project and for one year thereafter;
- (G) notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (H) contractually require each person with whom it contracts, to perform as required by this subparagraph and subparagraphs (A)-(G) of this paragraph, with the certificates of coverage to be provided to the person for whom they are providing services.
- (f) If any provision of this rule or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this rule that can be given effect without the invalid provision or application, and to this end the provision of this rule declared to be severable.
- (g) This rule is applicable for building or construction contracts advertised for bid by a governmental entity on or after September 1, 1994. This rule is also applicable for those building or construction contracts entered into on or after September 1, 1994, which are not required by law to be advertised for bid.
- (h) The coverage requirement in this rule does not apply to motor carriers who are required pursuant to Texas Civil Statutes, Article 667c, to register with the Texas Department of Transportation and who provide accidental insurance coverage pursuant to Texas Civil Statutes 667c, §4(j).
- (i) The coverage requirement in this rule does not apply to sole proprietors, partners, and corporate officers who meet the requirements of the Act, §406.097(c), and who are explicitly excluded from coverage in accordance with the Act, §406.097(a) (as added by House Bill 1089, 74th Legislature, 1995, §1.20). This subsection applies only to sole proprietors, partners, and corporate executive officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

The provisions of this §110.110 adopted to be effective September 1, 1994, 19 TexReg 5715; amended to be effective November 6, 1995, 20 TexReg 8609.

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LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of the local governmental entity; or an employee of a local governmental entity with respect to whom the local governmental entity has, in accordance with Section 176.005, extended the requirements of Sections 176.003 and 176.004. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a Class C misdemeanor.

Please refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code.** Enter the name of the person described by Section 176.002, Local Government Code with whom the officer has an employment or other business relationship as described by Section 176.003(a), Local Government Code.
- 4. Description of the nature and extent of employment or business relationship with person named in item 3.** Describe the nature and extent of the employment or other business relationship with the person in item 3 as described by Section 176.003(a), Local Government Code.
- 5. List gifts accepted, excluding gifts described by Section 176.003(a-1), if aggregate value of the gifts accepted from person named in item 3 exceed \$250.** List gifts accepted during the 12-month period (described by Section 176.003(a), Local Government Code) by the local government officer or family member of the officer, excluding gifts described by Section 176.003(a-1), from the person named in item 3 that in the aggregate exceed \$250 in value.
- 6. Affidavit.** Signature of local government officer.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filling this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code

4 Description of the nature and extent of employment or other business relationship with person named in Item 3

5 List gifts accepted by the local government officer and any family member, excluding gifts described by Section 176.003(a-1), if aggregate value of the gifts accepted from person named in Item 3 exceed \$250 during the 12-month period described by Section 176.003(a)(2)(B)

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to a family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a), Local Government Code.

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

Adopted 06/29/2007